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# SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL ESTIMATED COST &
0001	The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C and provide reports and data in accordance with Exhibit A.	\$	\$	FIXED FEE
0002	Option I The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C and provide reports and data in accordance with Exhibit A.	\$	\$	\$
OTAL E	STIMATED CONTRACT RATION:	\$	\$	<u> </u>

# SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- 1. The research effort to be performed hereunder shall be subject to the requirements and standards contained in Exhibit A and the following paragraph(s).
- 2. The Contractor shall conduct the research effort under CLIN 0001 in accordance with Attachment Number 1, entitled "Statement of Work".

### SECTION D - PACKAGING AND MARKING

Preservation, packaging, packing and marking of all deliverable contract line items shall conform to normal commercial packing standards to assure safe delivery at destination.

All reports, briefs, technical documents, etc. submitted to the Government under this contract should contain the following legend:

SBIR DATA RIGHTS

Topic Number:

Contract No.:

N00014-

Contractor Name:

Contractor Address:

Expiration of SBIR Data Rights Period:

The Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software marked with this legend are restricted as provided in paragraph (b)(4) of DFARS 252-

227-7018, Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program.

### SECTION E - INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery under this contract will be accomplished by the Program Officer designated in Section F of this contract, who shall have thirty (30) days after contractual delivery for acceptance.

### SECTION F - DELIVERIES OR PERFORMANCE

- 1. The research effort performed under CLIN 0001 shall be conducted from date of contract award through
- 2. If Option I is exercised, the research effort performed under CLIN 0002 shall be conducted during the period from the effective date of the option months.
- 3. Distribution, consignment and marking instructions for all reports and data shall be F.O.B. Destination in accordance with Enclosure Number 1 of Exhibit A. The address for the cognizant Program Officer is as follows:

Office of Naval Research 875 North Randolph St. Attn: , Code: Arlington, Virginia 22203-1995 Ref: Contract N00014-

# SECTION G - CONTRACT ADMINISTRATION DATA

- 1. PAYMENT AND INVOICE INSTRUCTIONS (COST REIMBURSEMENT)
  - 1.1 Submission of Invoices

# PAYMENT AND INVOICE INSTRUCTIONS (COST TYPE)

All payments shall be made by funds transfers to the bank account registered in the Central Contractor Registration (CCR), <a href="http://www.ccr.gov">http://www.ccr.gov</a>. The Awardee agrees to maintain its registration in the CCR including information necessary to facilitate payment via Electronic Funds Transfer (EFT). Should a change in registry or other incident necessitate the payment to an account other than that maintained in CCR, it is the Awardees' responsibility to notify the Administrative Contracting Office (ACO) and obtain a modification to this Award reflecting the change. The Government shall not be held responsible for any misdirection or loss of payment which occurs as the result of an Awardees' failure to maintain correct/current EFT information within its CCR registration.

Wide Area Work Flow (WAWF) has been designated as the Department of Defense standard for electronic invoicing and payment. The Office of Naval Research will utilize the WAWF system. This web based system, located at <a href="https://wawf.eb.mil">https://wawf.eb.mil</a>, provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Payment Requests/Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

It is recommended that all persons designated as CCR Electronic Business (EB) Points of Contact, and anyone responsible for submitting payment requests, use the online training system for WAWF at <a href="http://wawftraining.com">http://wawftraining.com</a>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at

(http://acquisition.navy.mil/rda/home/acquisition\_one\_source/ebusiness/don\_ebusiness\_solutions /wawf\_overview/vendor\_information). The most useful guides are "Vendor Self Registration/Account Management" and "Cost Voucher".

To comply with the above initiative, the Awardee must register in WAWF and have the appropriate CAGE code activated. Your CCR EB Point of Contact is responsible for activating the CAGE code in WAWF by calling 1-866-618-5988. Once the CAGE Code is activated, the CCR EB Point of Contact will self-register in WAWF (<a href="https://wawf.eb.mil">https://wawf.eb.mil</a>) and follow the instructions for a group administrator. After the CAGE Code is set-up on WAWF, any additional persons responsible for submitting payment requests must self-register in WAWF.

After self-registering and logging on to the WAWF system, click on the plus sign next to the word "Vendor" and then click on the "Create New Document" link. Enter the Contract Number (no dashes), Delivery Order (if applicable) and CAGE Code, and then hit Continue. (Note - Some codes may automatically pre-populate in WAWF; if they do not, they should be entered manually)

Enter the Pay DODAAC and hit Submit.

Pay DoDAAC: [Use the 6 character "PAYMENT WILL BE MADE BY" CODE on page one of the award document]

Select the "Cost Voucher" invoice type within WAWF and hit Continue. This type of invoice fulfills any requirement for submission of the Material Inspection and Receiving Report, DD Form 250. Fill in the additional required information (if it has not been pre-populated) and hit Continue.

N00014-10-C-0000

<u>Issue Date</u>: [Use the signed date of the award document]

<u>Issue By DoDAAC</u>: [Use the 6 character "ISSUED BY" CODE on page one of the award document]

<u>Admin DoDAAC</u>: [Use the 6 character "ADMINISTERED BY" CODE on page one of the award document]

DCAA Auditor DoDAAC: [Look up via the AUDIT OFFICE LOCATOR at <a href="http://www.dcaa.mil">http://www.dcaa.mil</a>. If you encounter any problems finding your cognizant audit office, write to <a href="mailto:dcaaweb@dcaa.mil">dcaaweb@dcaa.mil</a> or call ONR's DCAA liaison at (703) 696-2599]

<u>Service Approver</u>: [Use the 6 character "ADMINISTERED BY" CODE on page one of the award document]

LPO DoDAAC: [Use the 6 character "ADMINISTERED BY" CODE on page one of the award document] (Note - this line is required only when the "PAYMENT WILL BE MADE BY" DODAAC is HQ0251 or begins with an 'N'; otherwise leave blank)

Fill in all applicable information under each tab within the document. Back up documentation (5MB limit) can be included and attached to the invoice in WAWF under the "Misc Info" tab.

Take special care when you enter Line Item information - the Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following two informational items exactly as they appear in the contract:

<u>Item Number</u>: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).

<u>ACRN</u>: Fill-in the applicable 2 alpha character ACRN that is associated with the SLIN or CLIN. (Note – DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY ACRN).

After all required information is included, click on the "Create Document" button under the "Header" tab.

## 1.2 Payment of Allowable Costs and Fixed Fee

As consideration for the proper performance of the work and services required under this contract, the Contractor shall be paid as follows:

- (a) Costs, as provided for under the contract clause entitled "Allowable Cost and Payment," shall not exceed the amount set forth as "Estimated Cost" in Section B, and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever is applicable.
- (b) A fixed fee, in the amount set forth as 'Fixed Fee' in Section B, in accordance with the contract clause FAR 52.216-8 "Fixed Fee", shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer. However, the Contractor, shall bill on each voucher the amount of the fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost not to exceed the amount set forth as "Fixed Fee" in Section B. The total fixed fee billed, shall not exceed the total fixed fee specified in Section B and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever applies.
- (c) In accordance with FAR 52.216-8, "Fixed Fee", the Administrative Contracting Officer (ACO), in order to protect the Government's interest, shall withhold 10% of the fixed fee amount set forth in Section B or until a reserve is set aside in the amount of \$100,000.00, whichever is less. The ACO shall release the withhold in accordance with the provisions of FAR 52.216-8.

#### 1.3 Allotment of Funds

- (a) It is hereby understood and agreed that this contract will not exceed a total amount of \$ including an estimated cost of \$ and a fixed fee of \$ .
- (b) It is hereby understood and agreed that CLIN 0001 will not exceed a total amount of \$ ; including an estimated cost of \$ and a fixed fee of \$ . The total amount presently available \$ and a fixed fee of \$ ; including an estimated cost of \$ and a fixed fee of \$ . It is estimated that the amount allotted of \$ will cover the period from date of award through .

# 1.4 Payment Instructions for Multiple Accounting Classification Citations

These instructions are provided for the Contract Payment Office (DFAS Columbus) only, and are not contractor instructions.

Select Appropriate Instructions for This Contract	DFARS PGI Reference	Indicate applicable CLIN(s) or SLIN(s).	Instruction for Use
	252.204-0001 Line Item Specific: Single Funding (SEP 2009)		If there is only one source of funding for the contract line item (i.e., one ACRN)
	252.204-0002 Line Item Specific: Sequential ACRN Order (SEP 2009)		If there is more than one ACRN within a contract line item (i.e., informational subline items contain separate ACRNs), and the contracting officer intends funds to be liquidated in ACRN order
	252.204-0003 Line Item Specific: Contracting Officer Specified ACRN Order (SEP 2009)		If there is more than one ACRN within a contract line item, (i.e. informational subline items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in a specified ACRN order, insert the following, including the specified order in the instruction
	252.204-0004 Line Item Specific: by Fiscal Year (SEP 2009)		If there is more than one ACRN within a contract line item, [(i.e. informational subline items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the oldest funds first
	252.204-0005 Line Item Specific: by Cancellation Date (SEP 2009)		If there is more than one ACRN within a contract line item, (i.e. informational subline items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the ACRN with the
	252.204-0006 Line Item Specific: Proration (SEP 2009)		If there is more than one ACRN within a contract line item, (i.e. informational subline items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in the same proportion as the amount of funding currently unliquidated
	unding is not appropr wide s	riate, the contra specific instruct	tor each ACRN.  cting officer may select one of the contract
	vide: Sequential ACRN Order (SEP 2009)	N/A	If the contracting officer intends the funds to be liquidated in sequential ACRN order
W C	52.204-0008 Contract- vide: Contracting Officer Specified ACRN Order (SEP 2009)	N/A	If the contracting officer intends the funds to be liquidated in a specified ACRN order

252.204-0009 Contract- wide: by Fiscal Year (SEP 2009)	N/A	If the contracting officer intends the funds to be liquidated in fiscal year order
 252.204-0010 Contract- wide: by Cancellation Date ACRN Order (SEP 2009)	N/A	If the contracting officer intends the funds to be liquidated by cancellation date.
252.204-0011 Contract- wide: Proration (SEP 2009)	N/A	If the contract or order that provides for progress payments based on costs, or if the contracting officer intends the funds to be liquidated in the same proportion as the amount of funding currently unliquidated for each ACRN
252.204-0012 Contract- wide: Other (SEP 2009)	N/A	If none of the standard payment instructions identified above are appropriate, the contracting officer may insert other payment instructions, if they provide a significantly better reflection of how funds will be expended in support of contract performance; and are agreed to by the payment office and the contract administration office.

## 2. PROCURING OFFICE REPRESENTATIVES

(a) In order to expedite administration of this contract, the Administrative Contracting Officer should direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Negotiator - , ONR 02 , (703) 696- , E-Mail Address:

Inspection and Acceptance - , (703) 696- , E-Mail Address: @onr.navy.mil

Security Matters – Ms. Diana Pacheco, ONR 43, (703) 696-8177, DSN 426-8177, E-Mail Address: diana.pacheco@navy.mil

Patent Matters - Mr. John Forrest, ONR 00CC, (703) 696-4000, DSN 426-4000, john.forrest@navy.mil

(b) The Administrative Contracting Officer will forward invention disclosures and reports directly to Corporate Counsel (Code 00CC), Office of Naval Research, Department of the Navy, 875 North Randolph St. Arlington, VA 22203-1995. The Corporate Counsel will return the reports along with a recommendation to the Administrative Contracting Officer. The Corporate Counsel will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

#### 3. TYPE OF CONTRACT

COST-PLUS-FIXED-FEE COMPLETION CONTRACT.

N00014-10-C-0000

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## ONR 5252.235-9714 REPORT PREPARATION (JUL 2005)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005, Scientific and Technical Reports: Elements, Organization, and Design. [NOTE: All NISO American National Standards are available as free, downloadable PDF(s) at <a href="http://www.niso.org/standards/index.html">http://www.niso.org/standards/index.html</a>. NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904; Fax: 301-206-9789.]

#### INVENTION DISCLOSURES AND REPORTS

The Contractor shall submit all invention disclosures and reports required by the Patent Rights clause of this contract to the Administrative Contracting Officer (ACO). The ACO (Refer to Block 6 of the SF Form 26 for POC information) will forward invention disclosures and reports directly to Corporate Counsel (Code 00CC), Office of Naval Research, Department of the Navy, Arlington, VA 22203. Corporate Counsel will return the reports along with a recommendation to the ACO. Corporate Counsel represents the Contracting Officer regarding invention reporting matters arising under this contract.

# 3. ELECTRONIC SUBMISSION OF INTERIM AND FINAL REPORTS

In addition to the complete hard copy of the fourth status report (which should be at the end of the first year) and the Final Report, the contractor shall provide a NONPROPRIETARY summary of these reports directly to the Navy SBIR/STTR Web Welcome page at www.navysbir.com. To submit these reports, select Submission, then select Submit a Phase I or II Summary Report, then select Begin Submission Process. Enter your firm name and the password used to submit proposals to the DoD Proposal Submission website. Select Summary Report and Add a New Report. Follow the remaining instructions given on the submission website.

# 4. ONR 5252.219-9717 SPECIAL SMALL BUSINESS INNOVATION RESEARCH (SBIR) REQUIREMENTS (JAN 08)

A minimum of one-half of the SBIR Project shall be carried out by the proposing firm. The primary employment of the principal investigator shall be with the small business firm at the time of award and during the conduct of the proposed effort. Primary employment means that more than one-half of the principal investigator's time is spent with the small business. Primary employment with a small business concern precludes full-time employment at another organization.

All research or research and development work under this contract shall be performed by the small business concern and its subcontractors in the United States. "United States" means the several states, the Territories and possessions of the United States, the Commonwealth of Puerto Rico, and the Commonwealth of the Northern Mariana Islands, the Trust Territory of the Pacific Islands, and the District of Columbia. Joint ventures and limited partnerships are permitted, provided that the entity created qualifies as a small business in accordance with the Small Business Act, 15 USC 631, and the definition included in the SBIR solicitation.

Deviations from the above requirements must be approved in writing by the contracting officer.

#### Note: H.5 Only applies to STTR actions.

5. ONR 5252.219-9717 Special Small Business Innovative Research (SBIR) Requirements (JAN 08) - (DEVIATION) Special Small Business Technology Transfer (STTR) Requirements (JAN 08)

A minimum of 40 percent of each STTR project must be carried out by the small business concern and a minimum of 30 percent of the effort performed by the research institution, as defined in the solicitation. The principal investigator must be primarily employed with the small business firm or the research institution and the small business concern must have at least one employee in a management position whose primary employment is with the small business and who is not also employed by the research institution. Primary employment means that more than one half of the employee's time is spent with the small business. Primary employment with a small business concern precludes full-time employment at another organization.

All research or research and development work must be performed by the small business concern and its subcontractors in the United States. "United States" means the several states, the Territories and possessions of the United States, the Commonwealth of Puerto Rico, and the Commonwealth of the Northern Mariana Islands, the Trust Territory of the Pacific Islands, and the District of Columbia. Joint ventures and limited partnerships are permitted for the small business portion, provided that the entity created qualifies as a small business in accordance with the Small Business Act, 15 USC 631, and the definition included in the STTR solicitation.

A small business concern must negotiate a written agreement between the small business and the research institution allocating intellectual property rights and rights to carry out follow-on research, development, or commercialization.

Deviations from the above requirements must be approved in writing by the contracting officer.

# ONR 5252.242-9718 TECHNICAL DIRECTION (FEB 2002)

- (a) Performance of the work hereunder is subject to the technical direction of the Program Officer/COR designated in this contract, or duly authorized representative. For the purposes of this clause, technical direction includes the following:
- (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the statement of work;
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of the work description.

- (b) Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:
  - Assign additional work under the contract;
  - (2) Direct a change as defined in the contract clause entitled "Changes";
  - (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance;
  - (4) Change any of the terms, conditions or specifications of the contract.
- (c) The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.
- (d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of the work statement which is not affected by the disputed technical direction.

# 7. ONR 5252.237-9705 KEY PERSONNEL (DEC 88)

- (a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
- (b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least (30) days in advance (45) days if paragraph (c) below.
- (c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.
- (d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Labor Category	First/M/Last Name

SECTION I - CONTRACT CLAUSES

(August 16, 2011)

Cost-Plus-Fixed Fee (SBIR-STTR phase II/III)

#### FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (A)

All of the FAR and DFARS clauses listed below are either required by regulation or are required when the circumstances of the contract warrant that they apply. The full text of a clause may be accessed

> http://www.arnet.gov/far/ http://farsite.hill.af.mil/farsite\_script.html

For instance, a dollar threshold may trigger the applicability of the clause or a certain condition of the research may trigger the applicability of the clause. In order to provide some assistance, as to when a dollar threshold triggers a clause, we have associated certain symbols with dollar thresholds. The symbols and their appropriate dollar thresholds are as follows:

- Applies when contract action exceeds \$3,000
- Applies when contract action exceeds \$15,000
- Applies when contract action exceeds \$25,000
- Applies when contract action exceeds \$30,000
- Applies when contract action exceeds \$100,000
- Applies when contract action exceeds \$150,000
- Applies when contract action exceeds \$500,000
- $\wedge \wedge$ Applies when contract action exceeds \$650,000 and
  - subcontracting possibilities exist. Small Business Exempt.
- Applies when contract action exceeds \$700,000 #

#### Ĭ. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

+++ FAR 52.203-5	Definitions (JUL 2004) Gratuities (APR 1984) Covenant Against Contingent Fees (APR 1984) Restrictions on Subcontractor Sales to the Grant Against Contingent Fees (APR 1984)
	Restrictions on Subcontractor Sales to the Government (SEP 2006)

+++ FAR 52.203-7	Anti-Kickback Procedures (OCT 2010)
+++ FAR 52.203-8	Cancellation Rescission and P
	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
+++ FAR 52.203-10	Price or Fee Adjustment C. Til
+++ FAR 52.203-12	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)  Limitation on Payments to Influence Contain For Influence Conta
	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
+++ FAR 52.204-4	
FAR 52.204-7	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)  Central Contractor Registration (ARR 2000)
FAR 52.204-8	
* * * FAR 52.204-10	Allitual Representations and Contifications (A 4 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
	Transferring Executive Commencestion and Einst Transferring
+ FAR 52.209-6	
	Protecting the Government's Interests when Subcontracting with
	Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
FAR 52.211-15	Defence Prints
+++ FAR 52.215-2	Defense Priority and Allocation Requirements (APR 2008)  Audit and Records - Negotiation (OCT)
FAR 52.215-8	
# FAR 52.215-10	Order of Freedence - Uniform Contract D
	(The provisions of this Clause have been waived for nonprofit
	organizations including educational institutions on cost-
	I THE WAS DESIGNATED THE CONTRACTOR OF A TOO A TO A TO A
FAR 52.215-12	The clause is applicable to many subcontracts over \$700,000.)
7711 52.213-12	
++ FAR 52.215-14	subcontracts over \$700,000 only) (Applicable to
11tt 32.213-14	Integrity of Unit Prices (OCT 2010)
FAR 52.215-15	
FAR 52.215-18	rension Adjustments and Asset Pour in 10 and
110 32.213-16	The following of Plans for Danter of
FAR 52.215-19	Other than Pensions (JUL 2005)
1741 52.215-19	Notification of Ownership Changes (OCT 1005)
FAR 52.216-7	Cost or Pricing Data is required) (Applicable when
FAR 52.216-8	Allowable Cost and Payment (ILIN 2011)
FAR 52.216-11	Taked ree (JUN 20)1)
	Cost Contract - No Fee (APR 1984) and Alexandra Contract
FAR 52.219-1	The state of the s
EAD 52 212 4	(APR 2011) (APR 2011) and Alternate I
FAR 52.219-4	Notice of Price Evaluation Preference for HUBzone Small Business
EAD CO OLO	
FAR 52.219-6 ++ FAR 52.219-8	Notice of Total Small Business Set Agida (U.D. 2000)
	Contaction of Siliali Bilsiness Concerns (LAN 2011)
FAR 52.219-8	Total Zation of Small Billsiness Concerns (DEVI A TRYON II
rAK 32.219-9	Small Business Subcontracting Plan (JAN 2011
+ FAR 52.219-14	Limitations on Subcontracting (DEC 1996)
FAR 52.219-28	Post-Award Small Business Busi
FAR 52.222-1	Post-Award Small Business Program Representation (APR 2009)
+ FAR 52.222-2	
<del></del>	Payment for Overtime Premiums (JUL 1990) (Note: The word "zero" is inserted in the blank space indicated by an asterisk)
	as macricular the blank space indicated by an asteriol

Convict Labor (ILIN 2003) (Page-14-14-15-15-15-15-15-15-15-15-15-15-15-15-15-
Convict Labor (JUN 2003) (Reserved when FAR 52.222-20 Walsh Healy Public Contracts Act is applicable)
Contract Work Hours and Safety Or 1
Contract Work Hours and Safety Standards Act—Overtime Compensation. (JUL 2005)
Prohibition of Segregated Facilities (FEB 1999)
Equal Opportunity (MAR 2007)
Equal Opportunity for Veter (CPP 2001)
Equal Opportunity for Veterans (SEP 2010)
Affirmative Action for Workers with Disabilities (OCT 2010)
- Dimprovincial Actions on Veterans (CED 2010)
Combating Trafficking in Persons (FEB 2009)
Employment Eligibility Verification (IAM 2000) (D.
The state of the s
Contractor Policy to Ban Text Messaging While Driving (AUGk
<del></del>
Restrictions on Certain Foreign Purchases(JUN 2008)
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
(DEC 2007) Salary 1 atom and copyright intringemen
Insurance Liability to Third Persons (MAR 1996) (Further to
limits of insurance required are as stated in FAR 28.307-2)
- Partitution on Willifolding of Payments (ADD 1004)
Assignment of Claims (JAN 1986) and Alternate I (APR 1984)  Prompt Payment (OCT 2008) and Alternate I (APR 1984)
Prompt Payment (OCT 2008) and Alternate I (APR 1984) words "the 30th day" are inserted in line 6th 1 at 1
[When Alternate I is applicable (a)(5)(i) does do not apply]
1 anto I applies when awarding a good
Payment by Electronic Funds Transfer Court of Co
<u></u>
Disputes (JULY 2002)
Protest After Award (AUG 1996) and Alternate I (JUN 1985)
Notice of Intent to Disallow Costs (APR 1984)
Penalties for Unallowable Costs (MAY 2001)
Certification of Final Indirect Costs (JAN 1997)
Bankruptcy (JUL 1995)
Stop Work Order (AUG 1989) and Alternate I (APR 1984)
Changes—Cost-Reimbursement (AUG 1987)
Subcontracts (OCT 2010)
Competition in Subscript (Competition in Sub
Competition in Subcontracting (DEC 1996)
Subcontracts for Commercial Items (DEC 2010)
Government Property (AUG 2010)
Uses and Charges (AUG 2010)
Inspection of Research and Development (Short Form).(APR 1984)
Inspection of Research and Development (Short Form).(APR 1984) Limitation of Liability.(FEB 1997) Termination (Cost-Reimbursement)(MAY 2004)

FAR 52.251-1 Government Supply Sources (AUG 2010) FAR 52.252-6 Authorized Deviations in Clauses (APR 1984) FAR 52.253-1 Computer Generated Forms (JAN 1991)
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# II. DEPARTMENT OF DEFENSE FAR SUPPLEMENTAL (DFARS) (48 CFR CHAPTER 2) CLAUSES:

DFARS 252.203-7000	Paguinam P. I.
252.203-7000	Requirements Relating to Compensation of Former DoD Officials (JAI 2009)
+++ DFARS 252.203-7001	2009) Circlais (JAI
DI ARS 252.203-7001	The state of the s
DEADGOGO	Related Felonies (DEC 2008)
DFARS 252.203-7002	Requirement to Inform Employees of White Live
DFARS 252.204-7003	Requirement to Inform Employees of Whistleblower Rights (JAN 2009 Control of Government Work Product (APR 1992)
DFARS 252.204-7004	Alternate A, Central Contractor Registration (SEP 2007)
DFARS 252.204-7007	Alternate A Annual Personal Registration (SEP 2007)
DFARS 252.204-7008	Alternate A, Annual Representations and Certifications (MAY 2010)  Export-Controlled Items (APR 2010)
+++ DFARS 252.209-7001	
	Disclosure of Ownership of Control by the Government of a Terrorist Country (JAN 2009)
+++ DFARS 252.209-7004	Country (JAN 2009)
271110 232.209-7004	Subcontracting with Firms That Are Owned or Controlled by the
DEADS 252 211 7000	Government of a Terrorist Country (DEC 2006)
DFARS 252.211-7003	1 Avera Auguntion and Valuation / It is too as a
	includes items (1) with a unit cost of \$5000
DEADC	serially managed or controlled investigation of those of (2) that will be
DFARS 252.211-7007	Reporting of Government - Furnish - 4 F
11	Reporting of Government – Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (NOV 2008)
# DFARS 252.215-7000	Pricing Adjustments (DEC 1991)
+++ DFARS 252.225-7012	Preference for Cortain Devices
+++ DFARS 252.225-7013	Preference for Certain Domestic Commodities (JUN 2010)
DFARS 252.225-7031	- wer 1 too 1,000 triple 700000
DFARS 252.226-7001	Secondary Arab Boycott of Israel (JUN 2005)
	Othization of Indian Organization - 17 to
i	Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)
	(Use in solicitations and contracts for supplies or services exceeding \$500,000 in value.)
DEADS 252 227 TOL	\$500,000 in value.)
DFARS 252.227-7016	Rights in Bid or Proposal Information (JAN 2011)
DFARS 252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)
Data	(JAN 2011) (JAN 2011)
DFARS 252.227-7018	Rights in Noncommercial Technical Date 18
	Small Business Innovation Posses-le (CDIN) and Computer Software-
DFARS 252.227-7019	Small Business Innovation Research (SBIR) Program (MAR 2011) Validation of Asserted Restrictions Computer Software-
DEADO	or defining of Technical Data or Computer Software (ADD 1000)
	Date of Computer Minutes Description
	Technical Data – Withholding of Payment (MAR 2000)
~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	Tandation of Restrictive Markings on Tooks: 115
DEADORES	
DFARS 252.231-7000	Supplemental Cost Principles (DEC 1991)  Electronic Submissions of Payment Requests (MAR 2008)

DFARS 252.235-7010 DFARS 252.235-7011 DFARS 252.242-7004 DFARS 252.242-7005 DFARS 252.242-7006 +++ DFARS 252.243-7002 DFARS 252.245-7001	Acknowledgment of Support and Disclaimer (MAY 1995)  Final Scientific or Technical Report (NOV 2004)  Material Management and Accounting System(MAY 2011)  Contractor Business Systems (MAY 2011)  Accounting System Administration (MAY 2011)  Requests for Equitable Adjustment (MAR 1998)
DFARS 252.245-7002 DFARS 252.245-7003 DFARS 252.246-7000 +++ DFARS 252.247-7023 DFARS 252.247-7024	Tagging, Labeling, and Marking of Government Furnished Property (FEB 2011) Reporting Loss of Government Property (FEB 2011) Contractor Property Management System Administration (MAY 2011) Material Inspection and Receiving Report (MAR 2008) Transportation of Supplies by Sea (MAY 2002) Notification Of Transportation Of Supplies By Sea (MAR 2000) (Applicable when the Contractor by
DFARS 252.251-7000 DFARS 252.246-7005 DFARS 252.246-7006	(Applicable when the Contractor has made a negative response to the inquiry in the representation at DFARS 252.247-7022.)  Ordering from Government Supply Sources (NOV 2004)  Notice of Warranty Tracking of Serialized Items (JUN 2011)  Warranty Tracking of Serialized Items (JUN 2011)

# (B) ADDITIONAL FAR AND DFARS CLAUSES

This contract incorporates one or more clauses by reference as indicated by the mark of (X), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <a href="http://www.arnet.gov/far/">http://www.arnet.gov/far/</a>

	FAR 52.203-14	Display of Hotline Poster(s) (DEC 2007) (Applicable only when
	FAR 52.203-15	contract amount to more than \$5M)
		Reinvestment Act of 2009 (IJN 2010) (A. III)
	FAR 52.204-2	Security Requirements (AUG 1996) (Applicable if contract will generate or require access to classified information and DD Form 254, Contract Security Classification Specification in the contract Security Classification Specification Specificati
	FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011) (Use this clause in solicitations where the resultant contract value is expected to exceed \$500,000 and in contracts in which the offeror checked "has" in paragraph (b) of the provision 52.209-7 "Information Regarding Responsibility Matters (JAN 2011".)
	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997) (Applicable if the Contractor did not propose facilities capital cost of money in the offer)

FAR 52.215-21	Requirements for Cost or Prining D
	Requirements for Cost or Pricing Data or Information Other Than
	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
FAR 52.217-9	
FAD 50 010 0	
FAR 52.219-3	THOUGH OF TOTAL HITECOME Cot A gide (TANI COLL)
	source basis to, HUBZone small business concerns under 19.1306.)
	19.1306.)
FAR 52.219-9	
	Small Business Subcontracting Plan (JAN 2011)(DEVIATION) (Use in solicitations and contracts the contract of t
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	I The state of the second
FAR 52.219-10	under the 8(a) program or DFARS 252.219-7004 is included.)
TAR 32.219-10	The state of the s
	subcontracting possibilities exist. The clause is small business
	exempt) (In paragraph (b) inpart the
	exempt) (In paragraph (b), insert the appropriate number between 0 and 10 – "XX") (Complete the space in the
FAR 52.219-16	and 10 – "XX") (Complete the space in the parentheses)
	solicitations and contracts containing the clause at 52.219-9)(Note:
	do not use in contracts with contractors that have comprehensive
FAR 52.219-25	
-1-1-15 25	Total Pisauvaniapen Bileinogo Dougisis is a
1	- but turning ou Status and Reporting (DDC) 2010
FAR 52.219-25	
TAR 32.219-23	Small Disadvantaged Rusiness Participation
	2 load tailing to Status and Kenorting (DEVIA TION)
	contract includes FAR 52.219-24) (Applicable if
FAR 52.219-26	Small Disadvantaged Business Parking
	Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Applicable of the Contraction of the
	I I TEST TO WARDLE THE CHANGE IS SMALL EVENT.
	I I "O" "P" (VA MOVII HIE MINTONTIATA myssala )
FAR 52.219-29	
	Notice of Total Sel-Aside for Economically D:
	1 Saparation III Comments for acquisitions that
}	January disquyalitaged Women-oursed on all 1
	under 19.1505(b).
FAR 52.219-30	
2	Notice of Total Set-Aside for Women-Owned Small Business
1	TO COLUCIUS Elligible Lindon the William A
	acquisitions that are set aside for women-owned small business
	women-owned small business

	concerns under 19.1505(c).)
FAR 52.222-20	Walsh Healy Public Contracts Act (OCT 2010) (Applicable if the contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$15,000)
FAR 52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011) (Applicable if contract provides for performance, in whole or in par on a Federal facility)
FAR 52.223-6	Drug-Free Workplace (MAY 2001) (Applies when contract action exceeds \$150,000 or at any value when the contract is awarded to an individual)
FAR 52.227-10	Filing of Patent Applications—Classified Subject Matter (DEC 2007)(Applicable in all classified contracts and in all contracts where the nature of the work reasonably might apply to the contracts.
FAR 52.227-11	application containing classified subject matter).  Patent Rights—Ownership by the Contractor (DEC 2007) (Applicable if contractor is a small business or a nonprofit organization)
FAR 52.232-20	Limitation of Cost (APR 1984) (Applicable only when
FAR 52.232-22	Limitation of Funds (APR 1984) (Applicable only when
FAR 52.239-1	action is incrementally funded)  Privacy or Security Safeguards (AUG 1996) (Applicable to contracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.)
FAR 52.246-8	Inspection of Research and Development—Cost-Reimbursement. (MAY 2001)(Applicable in contracts for research and development when—(a) The primary objective is the delivery of end items other than designs, drawings, or reports; and (b) Cost-reimbursement contract is contemplated; unless use of the clause is impractical and clause FAR 52.246-9 Inspection of Passersh and D.
DFARS 252,204-7000	(Short Form)(APR 1984) is considered to be more appropriate) Disclosure of Information (DEC 1991) (Use in solicitations and contracts when the contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.)(ONR requires 30 days to review information)  Oral Attestation of Security Page 2011
DFARS 252.204-7005	
DFARS 252.205-7000	(Applicable if FAR 52.204-2, Security Requirements Applies)  Provision of Information to Cooperative Agreement Holders (DEC 1991) (Applicable only when contract action exceeds \$1,000,000 or when any modification increases total contract amount to more than \$1,000,000)
DFARS 252.215-7002	Cost Estimating System requirements (MAY 2011) (Applicable only to contract actions awarded on the basis of certified cost or pricing data) (The provisions of this Clause have been waived for non-profit organizations including educational institutions on cost-reimbursement no fee contracts IAW DFARS 215.403-1 (c)(4).

DFARS 252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (Use this clause in solicitations and accordance of the contracts)
DFARS 252.219-7004	-L
1 = 10 = 22.217=7004	Sman Dusiness Supcontracting Plan (Took Day States
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	1 - the true J2,217-10. Littliffated Damages Cut
DEADGOGO	<u> </u>
DFARS 252.222-7006	The state of the UNE OF INDIANOTORY A SERVER A
	\$1 million utilizing funds appropriated or otherwise made available
	by the FY10/FY11 Defense Appropriations Act)
DFARS 252.223-7004	Drug-Free Work Force (SED 1089) (4
	Drug-Free Work Force (SEP 1988) (Applicable (a) if contract
	1 m to to a doctor to the state of the state
	T VOIMEVALLE Officer determines that the alone !
	1 about of findional Scottiffor for the summan - C
DFARS 252.223-7006	The sure of the Dellin mann's of the content of
-11 MtS 252,22547000	A TOHIDILION On Morage and Disposed of T
	1 Materials (ALIX 1993) (Applicable if work as and
DEADS 252 225 7001	
DFARS 252.225-7001	Buy Affici Can Act and Balance of Dovernments D
	I THE TO THE PROPERTY OF THE P
	Balance of Payments Program is known or if using the clause at
	252.225-7021, or 252.225-7036.)
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (JUN 2005)
	(Applicable when clause at DEAPS 250 250 250 2005)
	(Applicable when clause at DFARS 252.225-7001, 252.227-7021, or 252.227-7036 applies)
DFARS 252.225-7004	
'	Report of Intended Performance Outside the United States and
	The state of the s
DFARS 252.225-7016	with a value exceeding \$12.5 million)  Restriction
	Restriction On Acquisition Of Ball And Ballan Day
	orning Officer Knows that Items being possible 1
1	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (VID) and U.S. Armed Forces
	= -ry •• • • wwite the finish states (ii N 3011)
	Additional Contractor Requirements and Dean-unit 114
	Afghanistan (DEVIATION) (AUG 2010) (Applicable in all new
	solicitations and resultant contracts <u>performed</u> in Iraq or
	Afghanistan)
DFARS 252.227-7025	imitations on the Llos on D'
,	Limitations on the Use or Disclosure of Government-Furnished
, , , , , , , , , , , , , , , , , , ,	Morniadon Marked With Restrictive Leganda (NAAD 2011)
1 1 1	* *PPHOUDIC III COILLIACIS When it is antiginated that it
l l	F-V-14V III VUILLACIDE FOF DAMOTORMANAS OF 24
	ala marked with another sentence in the senten
	ata marked with another contractor's restrictive legend(s)).  atents—Reporting of Subject Inventions (APR 1990)(Applies in

	contracts containing the clause at FAR 52.227-11, Patent Rights—Ownership by the Contractor)
DFARS 252.234-7002	Earned Value Management (MAY 2011) (Applicable in contracts valued at \$20M which EVMS will be applied in accordance with 234.201(1)(iii) and (iv) and instead of FAR 52.234-4, Earned Value Management System)
DFARS 252.235-7002	Animal Welfare (DEC 1991) (Applies or one substantially the same, in contracts awarded in the United States or its outlying areas involving research on live vertebrate animals.)
DFARS 235-7004	Protection of Human Subjects (JUL 2009) (Applies in contracts that include or may include research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b).

#### SECTION J - LIST OF ATTACHMENTS

- 1. EXHIBIT A entitled "Contract Data Requirements List" (DD Form 1423) 1 Page with Enclosure Number 1, entitled "Contract Data Requirements List - Instructions for Distribution."
- 2. Attachment Number 1, Data Rights Assertion.
- 3. Attachment Number 2, entitled, "Statement of Work", Pages.
- 4. Attachment Number 4, entitled, "Financial Accounting Data Sheets.", Pages.

# SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF

The Contractor's ORCA validation dated from:to:is hereby is by reference. The ONR Contract Specific Representations and Certifications incorporated by reference.	ncorporated into this contract s, datedare hereby
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#### **ENCLOSURE NUMBER 1** CONTRACT DATA REQUIREMENTS LIST INSTRUCTIONS FOR DISTRIBUTION

Note to negotiators: Use this distribution for SBIR

#### DISTRIBUTION OF PROGRESS REPORTS

The minimum distribution for progress reports is as follows:

ADDRESSEE  SBIR PROGRAM MANAGER ATTN: TRACY FROST OFFICE OF NAVAL RESEARCH 875 N RANDOLPH STREET ARLINGTON, VA 22203-1995 Phone: (703)696-3196	DODAAC CODE  Error! Reference source not found.	NUMBER OF COPIES UNCLASSIFIED / LIMITED AND CLASSIFIED 1
E-mail: frostt@onr.navy.mil REF:N00014-09 REF: -09-Error! Reference source not found Program Officer E-mail: REF: -09-Error! Reference source not found Administrative Contracting Officer* Fax:	Error! Reference source not found.	1

# DISTRIBUTION OF TECHNICAL REPORTS AND FINAL REPORT

(A SF-298 must accompany the final report)

<sup>\*</sup>Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

		NUMBER OF COPIES
ADDRESSEE Program Officer E-mail:	DODAAC CODE N00014	UNCLASSIFIED/ LIMITED AND CLASSIFIED 1 w/SF-298
Office of Naval Research 875 North Randolph Street Arlington, VA 22203		
Administrative Contracting Officer* SBIR PROGRAM MANAGER ATTN: TRACY FROST		I w/SF-298
OFFICE OF NAVAL RESEARCH 875 N RANDOLPH STREET	N00014	1

ARLINGTON, VA 22203-1995 Phone: (703)696-3196 E-mail: frostt@onr.navy.mil REF:N00014-09-		
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